Wag TV FILM PERMIT N-94289 SPECIAL STIPULATIONS

- 1. The Permittee acknowledges that all expenses incurred by the United States Bureau of Land Management (BLM) in the enforcement of any part of this permit shall be paid by the Permittee.
- 2. The Permittee accepts responsibility for public safety and health during any phase of this event, including but not limited to the following:
 - a. The Permittee is responsible for all acts of safety associated with the photography.
 - b. The Permittee shall leave the area in as near a natural state as possible and cleaned up to the satisfaction of the BLM Authorized Officer. The Permittee shall be responsible for all clean-up of all lands impacted by this event. All trash and debris in the area being photographed will be removed immediately after the photo shoot.
 - c. First aid facilities shall be provided by the Permittee. These facilities will be adequate to handle incidents that may arise as a result of the photography.
- 3. The Permittee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Permittee's indemnification of the United States MUST include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of the permit. Indemnification must include, but is not limited to, fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this permit, regardless of cause.
- 4. The Lessee must maintain \$1,000,000.00 worth of insurance coverage, naming the United States additionally insured on the policy, to partially fund the indemnification obligations of the Lessee for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The Permittee must furnish proof of insurance (such as a surety bond, or certification of insurance) to the BLM Authorized Officer prior to execution of this permit. The BLM Authorized Officer may allow the Permittee to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the BLM Authorized Officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.
- 5. No permanent structures will be constructed on public lands. The Permittee shall remove all temporary structures as soon as the photography is completed.
- 6. No access roads or trails will be constructed or modified.

- 7. The Permittee acknowledges that the United States makes no guarantee as to the condition of the area during the permitted period, nor does the United States warrant or represent that the area is safe, healthful, or suitable for the permitted uses.
- 8. The Permittee acknowledges that this permit may be nullified or amended only by a written document duly authorized and executed by both grantor and permittee. No oral agreements or understandings shall have any effect on this permit unless they are agreed to in writing. Except, the Permittee may confer by telephone with the BLM Authorized Officer to change the dates of the photo shoot.
- 9. The rental fees must be paid in advance. If additional days are needed, the Permittee must notify the BLM Authorized Officer, and arrangements will be made for the payment of the additional rental fees.
- 10. All participants, spectators, and crew will be informed that collection and/or excavation of archaeological resources (prehistoric and/or historic) is illegal on public lands. If any archaeological artifacts are found, the BLM Authorized Officer in the Winnemucca Field Office shall be notified as soon as possible.
- 11. Pursuant to 43 CFR 10.4(g), the Permittee must notify the BLM Authorized Officer, by telephone (775) 623-1500, with written confirmation, immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (as defined at 43 CFR 10.2). Further, pursuant to 43 CFR 10.4(c) and (d), the Permittee must stop all activities in the vicinity of the discovery and protect the site for 30 days or until notified to proceed by the BLM Authorized Officer.
- 12. All articles, advertising, and representations made to the public and the BLM Authorized Officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, official agency symbols may not be used. The Permittee shall not use advertising that attempts to portray or represent the activities as being conducted by the BLM. The Permittee may not portray or represent the permit fee as a special Federal users tax. The Permittee must furnish the BLM Authorized Officer with any current brochure and price list.
- 13. The Permittee must present or display a copy of this land use permit to the BLM Authorized Officer or representative or law enforcement personnel upon request. If required, the Permittee must display a copy of this permit or other identification tag on equipment used during the period of authorized use. (This will enable the BLM Authorized Officer to validate use without making unnecessary contacts with the Permittee.)
- 14. All vehicles associated with this permit are restricted to the existing roads.
- 15. All video and film that are published or televised as a result of this event, must give credit to the Winnemucca District of the Bureau of Land Management, if feasible.

in accordance with the abo back of the permit form 29	oulations and certify that all event related op ove listed stipulations as well as the 16 terms 920-1. I understand that a violation of any te- tion of the Land Use Permit authorization.	and conditions listed on the
Permittee Signature:		
-	Authorized Representative	Date